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CENTRAL DISTRICT OF CALIF.
SANTA ANA, CALIF.

BY

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5 Attorneys for Third-Party Defendant, Counter-Claimant
 and Cross-Claimant, WELLS FARGO BANK, N.A.

7 UNITED STATES DISTRICT COURT
 8 CENTRAL DISTRICT OF CALIFORNIA
 9 SOUTHERN DIVISION – SANTA ANA

10 KAZENERCOM TOO, ET AL.,) Docket No. 08:09cv00059 JVS (MLGx)
 11 Plaintiffs,) Assigned for All Purposes to:
 12 vs.) Hon. James V. Selna
 13 TURAN PETROLEUM, INC., ET AL.,) ANSWER OF THIRD-PARTY
 14 Defendants.) DEFENDANT WELLS FARGO BANK,
) N.A. TO THIRD-PARTY COMPLAINT
) OF TURAN PETROLEUM, INC;
 15 TURAN PETROLEUM, INC,) COUNTER-CLAIM OF WELLS
 16 Defendant and) FARGO IN INTERPLEADER
 17 Counterclaimant,) (AGAINST TURAN, BEKTAYEV,
 18 vs.) MERIMANOV, DUSHALIEV,
 19 YERKIN BEKTAYEV and KANET) AKKUZOV AND MAXMOV)
 20 MEIRMANOV,
 21 Plaintiffs and)
 22 Counterdefendants.
 23 TURAN PETROLEUM, INC.,)
 24 Defendant and)
 25 Third-Party Plaintiff,)
 26 vs.)
 27 WELLS FARGO, N.A., YERKIN)
 28 AKKUZOV, SABIRGAN DUSHALIEV,)
 IGOR MAXIMOV,)
 28 Third-Party Defendants.)

1 WELLS FARGO BANK, N.A.,

2 Third-Party Defendant
3 and Counter-Claimant,

4 vs.

5 TURAN PETROLEUM, INC., YERKIN
6 BEKTAYEV, KANET MEIRMANOV,
7 YERKIN AKKUZOV, SABIRGAN
DUSHALIEV and IGOR MAXIMOV,

8 Defendants, Third-Party
9 Claimants and Counter-
Defendants.

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12 Third-Party Defendant, Counter-Claimant and Cross-Claimant WELLS FARGO BANK, N.A.
13 ("Wells Fargo") submits the following Answer to the Third-Party Complaint of Turan Petroleum, Inc.

14 1. Answering paragraph 1 of the Third-Party Complaint of Turan Petroleum, Inc. ("TPC"),
15 Wells Fargo is without sufficient knowledge or information to form a belief as to the truth of the
16 allegations contained in paragraph 1, and on that basis denies each and every allegation contained
17 therein.

18 2. Answering paragraph 2 of the TPC, Wells Fargo is without sufficient knowledge or
19 information to form a belief as to the truth of the allegations contained in paragraph 2, and on that basis
20 denies each and every allegation contained therein.

21 3. Answering paragraph 3 of the TPC, Wells Fargo admits that Turan is a corporation
22 organized under the laws of the State of Nevada, based on publicly-available information reasonably
23 accessible by Wells Fargo. Wells Fargo is without sufficient knowledge or information to form a belief
24 as to the truth of the remaining allegations contained in paragraph 3, and on that basis denies said
25 remaining allegations.

26 4. Answering paragraph 4 of the TPC, Wells Fargo is without sufficient knowledge or
27 information to form a belief as to the truth of the allegations contained in paragraph 4, and on that basis
28 denies each and every allegation contained therein.

1 5. Answering paragraph 5 of the TPC, Wells Fargo is without sufficient knowledge or
2 information to form a belief as to the truth of the allegations contained in paragraph 5, and on that basis
3 denies each and every allegation contained therein.

4 6. Answering paragraph 6 of the TPC, Wells Fargo admits that it is a federally chartered
5 national bank with its main office located in South Dakota. Wells Fargo denies the remaining
6 allegations of paragraph 6.

7 7. Answering paragraph 7 of the TPC, Wells Fargo is without sufficient knowledge or
8 information to form a belief as to the truth of the allegations contained in paragraph 7, and on that basis
9 denies each and every allegation contained therein.

10 8. Answering paragraph 8 of the TPC, Wells Fargo is without sufficient knowledge or
11 information to form a belief as to the truth of the allegations contained in paragraph 8, and on that basis
12 denies each and every allegation contained therein.

13 9. Answering paragraph 9 of the TPC, Wells Fargo is without sufficient knowledge or
14 information to form a belief as to the truth of the allegations contained in paragraph 9, and on that basis
15 denies each and every allegation contained therein.

16 10. Answering paragraph 10 of the TPC, Wells Fargo admits it is aware of a letter dated
17 February 4, 2009, entitled "Letter to Stockholders Regarding Special Meeting of Shareholders
18 Convened by Majority Shareholders in Turan Petroleum, Inc., a Nevada corporation, inasmuch as a
19 copy of said letter was directed to it on a date subsequent to February 4, 2009. Wells Fargo is without
20 sufficient knowledge or information to form a belief as to the truth of the remaining allegations
21 contained in paragraph 10, and on that basis denies said remaining allegations.

22 11. Answering paragraph 11 of the TPC, Wells Fargo is without sufficient knowledge or
23 information to form a belief as to the truth of the allegations contained in paragraph 11, and on that
24 basis denies each and every allegation contained therein.

25 12. Answering paragraph 12 of the TPC, Wells Fargo is without sufficient knowledge or
26 information to form a belief as to the truth of the allegations contained in paragraph 12, and on that
27 basis denies each and every allegation contained therein.

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1 13. Answering paragraph 13 of the TPC, Wells Fargo is without sufficient knowledge or
2 information to form a belief as to the truth of the allegations contained in paragraph 13, and on that
3 basis denies each and every allegation contained therein.

4 14. Answering paragraph 14 of the TPC, Wells Fargo is without sufficient knowledge or
5 information to form a belief as to the truth of the allegations contained in paragraph 14, and on that
6 basis denies each and every allegation contained therein.

7 15. Answering paragraph 15 of the TPC, Wells Fargo is without sufficient knowledge or
8 information to form a belief as to the truth of the allegations contained in paragraph 15, and on that
9 basis denies each and every allegation contained therein.

10 16. Answering paragraph 16 of the TPC, Wells Fargo is without sufficient knowledge or
11 information to form a belief as to the truth of the allegations contained in paragraph 16, and on that
12 basis denies each and every allegation contained therein.

13 17. Answering paragraph 17 of the TPC, Wells Fargo is without sufficient knowledge or
14 information to form a belief as to the truth of the allegations contained in paragraph 17, and on that
15 basis denies each and every allegation contained therein.

16 18. Answering paragraph 18 of the TPC, Wells Fargo is without sufficient knowledge or
17 information to form a belief as to the truth of the allegations contained in paragraph 18, and on that
18 basis denies each and every allegation contained therein.

19 19. Answering paragraph 19 of the TPC, Wells Fargo is without sufficient knowledge or
20 information to form a belief as to the truth of the allegations contained in paragraph 19, and on that
21 basis denies each and every allegation contained therein.

22 20. Answering paragraph 20 of the TPC, Wells Fargo is without sufficient knowledge or
23 information to form a belief as to the truth of the allegations contained in paragraph 20, and on that
24 basis denies each and every allegation contained therein.

25 21. Answering paragraph 21 of the TPC, Wells Fargo is without sufficient knowledge or
26 information to form a belief as to the truth of the allegations contained in paragraph 21, and on that
27 basis denies each and every allegation contained therein.

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1 22. Answering paragraph 22 of the TPC, Wells Fargo is without sufficient knowledge or
2 information to form a belief as to the truth of the allegations contained in paragraph 22, and on that
3 basis denies each and every allegation contained therein.

4 23. Answering paragraph 23 of the TPC, Wells Fargo is without sufficient knowledge or
5 information to form a belief as to the truth of the allegations contained in paragraph 23, and on that
6 basis denies each and every allegation contained therein.

7 24. Answering paragraph 24 of the TPC, Wells Fargo is without sufficient knowledge or
8 information to form a belief as to the truth of the allegations contained in paragraph 24, and on that
9 basis denies each and every allegation contained therein.

10 25. Answering paragraph 25 of the TPC, Wells Fargo is without sufficient knowledge or
11 information to form a belief as to the truth of the allegations contained in paragraph 25, and on that
12 basis denies each and every allegation contained therein.

13 26. Answering paragraph 26 of the TPC, Wells Fargo is without sufficient knowledge or
14 information to form a belief as to the truth of the allegations contained in paragraph 26, and on that
15 basis denies each and every allegation contained therein.

16 27. Answering paragraph 27 of the TPC, Wells Fargo is without sufficient knowledge or
17 information to form a belief as to the truth of the allegations contained in paragraph 27, and on that
18 basis denies each and every allegation contained therein.

19 28. Answering paragraph 28 of the TPC, Wells Fargo admits that it placed a freeze on the
20 bank accounts of Turan based, in part, on a letter it received from Meirmanov which was accompanied
21 by an Affidavit from Merimanov. Wells Fargo is without sufficient knowledge or information to form
22 a belief as to the truth of the remaining allegations contained in paragraph 28, and on that basis denies
23 said remaining allegations. Wells Fargo also specifically denies that the freeze placed on the bank
24 accounts of Turan was "unlawful" as alleged in paragraph 28.

25 29. Answering paragraph 29 of the TPC, Wells Fargo is without sufficient knowledge or
26 information to form a belief as to the truth of the allegations contained in paragraph 29, and on that
27 basis denies each and every allegation contained therein.

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1 30. Answering paragraph 30 of the TPC, Wells Fargo is without sufficient knowledge or
2 information to form a belief as to the truth of the allegations contained in paragraph 30, and on that
3 basis denies each and every allegation contained therein.

4 31. Answering paragraph 31 of the TPC, Wells Fargo admits that, on or about March 5,
5 2009, it provided to Sylvia Scott, Esq., who represented to Wells Fargo that she was the legal
6 representative of Turan, with a copy of the letter Wells Fargo received from Meirmanov. Wells Fargo
7 is without sufficient knowledge or information to form a belief as to the truth of the remaining
8 allegations contained in paragraph 31, and on that basis denies said remaining allegations. Wells Fargo
9 also specifically denies that it had not notified Turan of the freeze placed on the bank account.

10 32. Answering paragraph 32 of the TPC, Wells Fargo admits that it refused to lift the freeze
11 it placed on Turan's accounts. Wells Fargo also admits that representatives of Turan apprised Wells
12 Fargo that it was allegedly suffering damages as a result of the freeze. Wells Fargo is without sufficient
13 knowledge or information to form a belief as to the truth of the remaining allegations contained in
14 paragraph 32, and on that basis denies said remaining allegations. Wells Fargo also specifically denies
15 that the freeze placed on Turan's accounts was "wrongful" in nature as alleged by Turan, herein.

16 33. Answering paragraph 33 of the TPC, Wells Fargo is without sufficient knowledge or
17 information to form a belief as to the truth of the allegations contained in paragraph 33, and on that
18 basis denies each and every allegation contained therein.

19 34. Answering paragraph 34 of the TPC, Wells Fargo is without sufficient knowledge or
20 information to form a belief as to the truth of the allegations contained in paragraph 34, and on that
21 basis denies each and every allegation contained therein.

22 35. Answering paragraph 35 of the TPC, Wells Fargo is without sufficient knowledge or
23 information to form a belief as to the truth of the allegations contained in paragraph 35, and on that
24 basis denies each and every allegation contained therein.

25 36. Answering paragraph 36 of the TPC, Wells Fargo is without sufficient knowledge or
26 information to form a belief as to the truth of the allegations contained in paragraph 36, and on that
27 basis denies each and every allegation contained therein.

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1 37. Answering paragraph 37 of the TPC, Wells Fargo is without sufficient knowledge or
2 information to form a belief as to the truth of the allegations contained in paragraph 37, and on that
3 basis denies each and every allegation contained therein.

4 38. Answering paragraph 38 of the TPC, Wells Fargo is without sufficient knowledge or
5 information to form a belief as to the truth of the allegations contained in paragraph 38, and on that
6 basis denies each and every allegation contained therein.

7 39. Answering paragraph 39 of the TPC, Wells Fargo is without sufficient knowledge or
8 information to form a belief as to the truth of the allegations contained in paragraph 39, and on that
9 basis denies each and every allegation contained therein.

10 40. Answering paragraph 40 of the TPC, Wells Fargo incorporates by this references its
11 responses set forth in paragraphs 1 through 39 above.

12 41. Answering paragraph 41 of the TPC, Wells Fargo is without sufficient knowledge or
13 information to form a belief as to the truth of the allegations contained in paragraph 41, and on that
14 basis denies each and every allegation contained therein.

15 42. Answering paragraph 42 of the TPC, Wells Fargo admits that there were efforts made to
16 resolve certain issues embraced in the motion for emergency and injunctive relief filed herein by Third-
17 party Plaintiff. Wells Fargo is without sufficient knowledge or information to form a belief as to the
18 truth of the remaining allegations contained in paragraph 42, and on that basis denies said remaining
19 allegations.

20 43. Paragraph 43 of the TCP, and all sub-paragraphs thereof, is a request for relief which,
21 under the Federal Rules of Civil Procedure, Wells Fargo is not obligated to admit or deny.

22 44. Answering paragraph 44 of the TPC, Wells Fargo incorporates by this references its
23 responses set forth in paragraphs 1 through 43 above.

24 45. Answering paragraph 45 of the TPC, Wells Fargo is without sufficient knowledge or
25 information to form a belief as to the truth of the allegations contained in paragraph 45, and on that
26 basis denies each and every allegation contained therein.

27 46. Answering paragraph 46 of the TPC, Wells Fargo is without sufficient knowledge or
28 information to form a belief as to the truth of the allegations contained in paragraph 46, and on that

1 basis denies each and every allegation contained therein.

2 47. Answering paragraph 47 of the TPC, Wells Fargo is without sufficient knowledge or
3 information to form a belief as to the truth of the allegations contained in paragraph 47, and on that
4 basis denies each and every allegation contained therein.

5 48. Answering paragraph 48 of the TPC, Wells Fargo admits that, in part, in reliance on the
6 representations of parties holding themselves out as having authority to act for Turan, it froze the
7 subject accounts. Wells Fargo is without sufficient knowledge or information to form a belief as to the
8 truth of the remaining allegations contained in paragraph 48, and on that basis denies said remaining
9 allegations.

10 49. Answering paragraph 49 of the TPC, Wells Fargo is without sufficient knowledge or
11 information to form a belief as to the truth of the allegations contained in paragraph 49, and on that
12 basis denies each and every allegation contained therein.

13 50. Answering paragraph 50 of the TPC, Wells Fargo is without sufficient knowledge or
14 information to form a belief as to the truth of the allegations contained in paragraph 50, and on that
15 basis denies each and every allegation contained therein.

16 51. Answering paragraph 51 of the TPC, Wells Fargo is without sufficient knowledge or
17 information to form a belief as to the truth of the allegations contained in paragraph 51 and on that basis
18 denies each and every allegation contained therein.

19 52. Answering paragraph 52 of the TPC, Wells Fargo incorporates by this references its
20 responses set forth in paragraphs 1 through 51 above.

21 53. Answering paragraph 53 of the TPC, Wells Fargo is without sufficient knowledge or
22 information to form a belief as to the truth of the allegations contained in paragraph 53, and on that
23 basis denies each and every allegation contained therein.

24 54. Answering paragraph 54 of the TPC, Wells Fargo is without sufficient knowledge or
25 information to form a belief as to the truth of the allegations contained in paragraph 54, and on that
26 basis denies each and every allegation contained therein.

27 55. Answering paragraph 55 of the TPC, Wells Fargo is without sufficient knowledge or
28 information to form a belief as to the truth of the allegations contained in paragraph 55, and on that

1 basis denies each and every allegation contained therein.

2 56. Answering paragraph 56 of the TPC, Wells Fargo denies each and every allegation
3 contained therein to the extent it is alleged to be a "third-party Defendant" as alleged in this paragraph.
4

5 **AFFIRMATIVE DEFENSES**

6 Wells Fargo alleges the following matters as separate and affirmative defenses to each and every
7 cause of action in the TPC:

8 **FIRST AFFIRMATIVE DEFENSE**

9 **(Failure to State a Claim)**

10 Third-party Plaintiff has failed to plead facts sufficient to state a cause of action against Wells
11 Fargo.

12 **SECOND AFFIRMATIVE DEFENSE**

13 **(Own Acts)**

14 Wells Fargo is informed and believes and on that basis alleges that any damages suffered by
15 plaintiff were the result of Third-party Plaintiff's own acts and/or omissions.

16 **THIRD AFFIRMATIVE DEFENSE**

17 **(Intervening Acts)**

18 Wells Fargo is informed and believes and on that basis alleges that any damages suffered by
19 Third-party Plaintiff are the result of an intervening and/or independent cause and not the result of any
20 act or omission by Wells Fargo.

21 **FOURTH AFFIRMATIVE DEFENSE**

22 **(Acts of Others)**

23 Wells Fargo is informed and believes and on that basis alleges that any damages suffered by
24 Third-party Plaintiff were caused either wholly or in part by persons or entities other than Wells Fargo,
25 and that the conduct of such other parties comparatively reduces the percentage of responsibility, if any,
26 to be borne by Wells Fargo.

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FIFTH AFFIRMATIVE DEFENSE

(Privilege)

Wells Fargo alleges that Third-party Plaintiff is precluded and estopped from maintaining any of the causes of action pleaded against Wells Fargo herein inasmuch as Wells Fargo was permitted and privileged to undertake all actions of which Third-party Plaintiff now complains.

SIXTH AFFIRMATIVE DEFENSE

(Additional Affirmative Defenses)

8 Wells Fargo currently has insufficient information available upon which to form a belief as to
9 whether it may have additional, as yet unstated, affirmative defenses available. Wells Fargo reserves
10 the right to assert additional affirmative defenses in the event discovery indicates they would be
11 appropriate.

WHEREFORE, Wells Fargo prays:

1. That Third-Party Plaintiff Turan Petroleum, Inc. take nothing by way of its Third-Party Complaint against Wells Fargo and that judgment be entered in favor of Wells Fargo;
2. For attorney fees and costs of suit;
3. For such other and further relief as the Court deems just and proper.

Dated: March 30, 2009

SOLOMON, GRINDLE, SILVERMAN & SPINELLA, APC

By:

Stephen M. Spinella

Attorneys for Third-Party Defendant Wells Fargo Bank, N.A.

COUNTER-CLAIM OF WELLS FARGO

2 Counter-Claimant Wells Fargo Bank, N.A. (“Wells Fargo”) files the following Counter-Claim
3 against Defendant, Third-Party Claimant and Counter-Defendant, TURAN PETROLEUM, INC.
4 (“Turan”), and Counter-Defendants, YERKIN BEKTAYEV (“Bektayev”), KANET MEIRMANOV
5 (“Meirmanov”), YERKIN AKKUZOV (“Akkuzov”), SABIRGAN DUSHALIEV (“Dushaliev”) and
6 IGOR MAXIMOV (“Maximov”), and alleges as follows:

8 1. This Court has jurisdiction over this Counter-Claim pursuant to Federal Rules of Civil
9 Procedure, Rule 22 and 28 U.S.C. § 1335. Venue is proper in this jurisdiction pursuant to 28 U.S.C. §
10 1391.

11 2. Third-party Defendant and Counter-Claimant, Wells Fargo Bank, N.A., is a federally-
12 chartered national bank with its main office located in South Dakota.

13 3. Wells Fargo is informed and believes that Turan is a corporation organized under the
14 laws of the state of Nevada, with its principal place of business in Orange County, California.

15 4. Wells Fargo is informed and believes that Bektayev is a citizen of the Republic of
16 Kazakhstan who, on information and belief, resides in the Republic of Kazakhstan.

17 5. Wells Fargo is informed and believes that Meirmanov is a citizen of the Republic of
18 Kazakhstan who, on information and belief, resides in the Republic of Kazakhstan.

19 6. Wells Fargo is informed and believes that Akkuuzov is a citizen of the Republic of
20 Kazakhstan who, on information and belief, resides in the Republic of Kazakhstan.

21 7. Wells Fargo is informed and believes that Dushaliev is a citizen of the Republic of
22 Kazakhstan who, on information and belief, resides in the Republic of Kazakhstan.

23 8. Wells Fargo is informed and believes that Maximov is a citizen of the Republic of
24 Kazakhstan who, on information and belief, resides in the Republic of Kazakhstan.

25 9. Turan maintains several business accounts with Wells Fargo at its Costa Mesa banking
26 center. Those accounts bear the following account numbers: 573-8215283, 313-8162700 and 265-
27 3846101 ("the Accounts").

28 |||

10. Upon the opening of a business account, Wells Fargo provides its depositors with a Business Account Agreement that outlines the rights and obligations of the account holder and Wells Fargo. When Wells Fargo revises its business account agreements, the revised version is mailed to the account holder at the address to which statements are sent.

11. The most recent version of the Business Account Agreement provides in relevant part:

Adverse Claims

If any person or entity makes a claim against funds in your Account, or if the Bank believes that a conflict exists between or among the Authorized Signers on your Account, or that there is a dispute over matters such as the ownership of your Account or the authority to withdraw funds from your Account, the Bank may, without any liability to you, take one or more of the following actions:

- Freeze all or a part of the funds in your Account until the dispute is resolved to the Bank's satisfaction . . .
- Pay the funds into an appropriate court.

The Bank may charge your Account for expenses (including attorney's fees and expenses) and fees the Bank incurs.

12. On March 2, 2009, Wells Fargo received a facsimile transmission labeled "urgent" from Merimanov. The letter, written on Turan letterhead, demands that Wells Fargo freeze the Accounts pending receivership and is signed by Merimanov as the director of Turan. The letter attaches a notarized affidavit which itself appends Resolutions of the Special Meeting of the Stockholders [of Turan], held on February 19, 2009.

13. Said letter and attachments of March 2, 2009, represent that pursuant to a Special Meeting of the Stockholders of Turan, held on February 19, 2009, Meirmanov, Bektayev, Dushaliev, Maximov and Akkuzov became the newly-elected Board of Directors, authorized to act on behalf of Turan. Said letter and attachments further represents that all individuals holding themselves out previously as directors and/or officers of Turan had been replaced by the aforementioned individuals constituting the newly-elected Board of Directors.

27 14. In accord with the Business Account Agreement, Wells Fargo froze the Accounts on
28 March 2, 2009.

1 15. On March 4, 2009, legal representatives of the Turan board of directors who were
2 allegedly relieved of their duties by the newly-elected board of directors claimed that the newly-elected
3 board of directors had no authority to act for Turan, that the election by which said newly-elected board
4 of directors was elected was invalid, and that these competing factions were involved in active
5 litigation.

6 16. Accordingly, Wells Fargo has been subjected to competing demands by competing
7 parties, each of which claims to have the sole authority to act for Turan and control the Accounts. On
8 the one hand, the individuals named herein; i.e., Meirmanov, Bektayev, Dushaliev, Maximov and
9 Akkuzov, claim the authority to act for Turan as its newly-elected board of directors and have
10 demanded that Wells Fargo freeze the Accounts. On the other hand, representatives of the board of
11 directors of Turan who were allegedly relieved of their duties by the aforementioned newly-elected
12 board of directors claim that said newly-elected board of directors has no authority to act for Turan, that
13 the election by which said newly-elected board of directors was elected was invalid, and have
14 demanded that Wells Fargo lift the freeze placed on the Accounts.

15 17. Wells Fargo is a mere stakeholder and has no interest in the Accounts.

16 18. Wells Fargo has a bona fide fear that it may be subjected to multiple liability, is unable
17 to determine the validity of the conflicting demands made on the Accounts, and cannot safely determine
18 who has the authority to act for Turan with respect to the Accounts without Court intervention herein.

19 19. Wells Fargo has incurred costs and reasonable attorney fees in connection with these
20 proceedings and may incur additional costs and attorney fees hereafter.

21 20. Wells Fargo interpleads into court herewith, via deposit with the Clerk of the Court, the
22 sum of \$1,499,942.42, representing all sums on deposit in the Accounts.

23
24 WHEREFORE, Wells Fargo prays judgment as follows:

25 (1) that counter-defendants herein be ordered to interplead and litigate their claims to the
26 money described in this Cross-Complaint in Interpleader;

27 (2) that Wells Fargo be discharged from liability to each of said counter-defendants, and any
28 other party with notice of this Counter-Claim, with respect to all monies interpleaded herein; and

5 | Dated: March 30, 2009

SOLOMON, GRINDLE, SILVERMAN & SPINELLA, APC

By: 

Stephen M. Spinella
Attorneys for Third-Party Defendant/Counter-Claimant,
Wells Fargo Bank, N.A.